

City Court of White Plains
77 South Lexington Avenue
White Plains, NY 10601



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Local 475 Union
629 Fifth Ave
Pelham, NY 10803

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A Guide to Small Claims Court is available at the Court addressed above



State of New York, County of Westchester
City Court of White Plains Small Claim Part

Index No: SC-000301-15/WP
08/06/2015 9:30 AM

To all named Defendants:

Local 475 Union, at 629 Fifth Ave, Pelham, NY 10803

TAKE NOTICE that the following Claimant(s): Linda Remy, at 2 Jordan Place, Hillcrest, NY 10977 has/have asked judgment in this Court against you for \$5,000.00 together with costs upon the following claim(s): Breach of Contract or Warranty for \$5,000.00 Additional detail (if any):

There will be a Hearing before the Court on this claim on: August 6, 2015 at 9:30 AM in the Small Claim Part, Room Courtroom B at the City Court of White Plains located at: 77 South Lexington Avenue, White Plains, NY 10601

You **MUST** appear and present your defense and any counterclaim you may desire to assert at the Hearing at the time and place above set forth (a corporation must be represented by an attorney or any authorized officer, director or employee). **IF YOU DO NOT APPEAR IN PERSON OR BY AN ATTORNEY, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT EVEN THOUGH YOU MAY HAVE A VALID DEFENSE.** If your defense or counterclaim, if any, is supported by witnesses, account books, receipts or other documents, you must produce them at the Hearing. The Clerk, if requested, will issue subpoenas for witnesses, without charge. However, there may be a fee to serve the subpoena.

NOTE: If you desire a jury trial, you must, before the day upon which you have been notified to appear, file with the Clerk of the Court a written demand for a trial by jury. You must also pay to the Clerk a jury fee of \$70 and file an undertaking in the sum of \$50 or deposit such sum in cash to secure the payment of any costs that may be awarded against you. You will also be required to make an affidavit specifying the issues of fact which you desire to have tried by a jury and stating that such trial is desired and demanded in good faith. Under the law, the Court may award up to \$25, as additional costs to the Claimant if a jury trial is demanded by you and a decision is rendered against you.

If you wish to present a counterclaim against the Claimant, you must do so by filing with the Clerk of the Court a statement containing such counterclaim within five days of receiving this Notice of Claim. At the time of such filing you must pay the Clerk a filing fee of \$5 plus the cost of postage to send your counterclaim by first class mail to the Claimant. If you fail to file a counterclaim within this five-day period, you retain the right to file the counterclaim until the time of the Hearing, but the Claimant may request and obtain an adjournment of the Hearing to a later date.

If you admit the claim, but desire time to pay, you must appear personally on the day set for the Hearing and state to the Court your reasons for desiring time to pay.

Please read the additional information on the back of this notice

DEMAND LETTER:

If you are being sued as a result of a consumer transaction, you should have received a letter from the Claimant demanding payment before you received this Notice of Claim. If you did not get such a letter, notify the Court at the time of your Hearing.

BEFORE THE HEARING:

If this case involves damage to an automobile or other property covered by insurance, you might want to notify your insurance company of this Hearing. The insurance companies may assign an attorney or representative to be present at the Hearing at no cost to you if they are made aware of this case by the policyholder.

PROOF OF CLAIM:

If you rely on estimates for the future cost of repair, service or replacement, two different written itemized and signed estimates of the costs to be incurred are required. If possible, merchandise that is in dispute should be brought to Court. Photographs may be an acceptable alternative in certain circumstances.

If your side of the case is supported by testimony of a witness, that party must be in Court with you at the time and place indicated on this notice. You may have to pay an expert witness for his or her time. If a witness is unwilling to provide you with required evidence or to appear voluntarily, you may request the Clerk to issue a subpoena for records and/or a subpoena to testify, to compel someone to produce the records or to actually appear and testify. Such subpoenas are issued by the Court without fee, but you will be required to pay a fee to the person on whom the subpoena is served. Your request for such subpoena must be made to the Clerk before the scheduled date of the Hearing.

SETTLEMENT:

If you admit the claim:

a) and you are able to work out a settlement with the Claimant, a written agreement (Stipulation of Settlement) should be filed with the court. This may be done on or before the date set for the Hearing. The document provided to the Court must include the index number of your case.

b) but desire more time to pay and the claimant is not willing to accept your plan for payment, you must appear personally on the date set for the Hearing, tell the Court that you desire time to pay, and provide your reason(s) for desiring time to pay. At that time, with the aid of the Court, you may be able to reach agreement with the Claimant and enter into a written Stipulation of Settlement.

RESULT OF NON-APPEARANCE (DEFAULT):

If you, the Defendant, fail to appear for a trial, an Inquest may be held. At the Inquest, the Claimant must prove his/her case to the satisfaction of the Judge/JHO/Arbitrator even though the Defendant is not present. Almost all Inquests will result in a judgment in favor of the Claimant. If the Claimant (the person who is suing) fails to appear, the case will generally be dismissed.

If a default judgment is entered against you and you do not pay it, the Claimant may have the Enforcement Officer seize certain of your property and sell it to satisfy the judgment, or, if you work, have a portion of your salary turned over to the Claimant until the judgment is paid. The Claimant also may obtain a restraining order blocking access to your bank account.

THIRD-PARTY CLAIMS:

If you believe that a third party bears full or partial responsibility for the claim, you may be able to bring that party into the lawsuit as a Third-Party Defendant. Contact the Clerk promptly for information about filing a third-party action.

RESULTS OF THIS ACTION:

If a judgment is rendered against you, the law gives the Claimant certain rights to collect the judgment.

If you do not pay the judgment within thirty (30) days, the Enforcement Officer may execute against your property. This means that the Enforcement Officer can seize certain of your property and sell it to satisfy the judgment. The Claimant can compel you to come into Court and be examined under oath as to your property, bank account, and other assets, and may obtain a restraining order tying up your bank account.

If you work, the Enforcement Officer may take a portion of your salary and turn it over to the Claimant until the judgment is paid.

If the claim was based on your ownership or operation of a motor vehicle, your driver's license and/or vehicle registration may be suspended by the Court.

If you are licensed by any city or state agency, a complaint may be filed against you for non-payment of the judgment, and your license may be revoked or suspended.

Whenever a judgment has been rendered against a person, partnership, firm or corporation in other than its true legal name and that judgment has remained unpaid for thirty-five (35) days after the judgment debtor has received a copy of the judgment, the judgment creditor shall be entitled to commence an action for the sum of the original judgment plus costs, reasonable attorney fees, and one hundred dollars (\$100.00).

The information below, is specific to the Court where your case will be heard.

COURT SPECIFIC INSTRUCTIONS FOR WHITE PLAINS CITY COURT

The NOTICE OF CLAIM is the start of a lawsuit. It should not be ignored! Carefully read this Notice of Claim in its entirety before coming to court.

You MUST go to court on the date specified in the Notice of Claim, a simple hearing will be held on this date. This will be your opportunity to be heard, therefore you should come prepared with all of your evidence and witnesses as set forth under "Proof of Claim." An affidavit from your witness is not sufficient, the witness must appear in person. If you wish, you may be represented by an attorney at your own expense.

** The Court does not encourage adjournments. All requests for adjournments are subject to the Court's approval and can only be approved by the Judge. All requests MUST be made in writing with notice to the other party and for good cause. If you do not receive notice of a new date, you or someone on your behalf must appear in Court to explain to the Judge why you cannot be ready for trial.

The Small Claims Court is an informal Court where individuals and sole proprietors can sue for money only up to \$5,000.00. If you have questions about court procedures there is a Small Claims Booklet available at the court house and on the web at

In 2004 I crossed the picket line and after about a month out of 100's other people I was hired at Chromalloy ny as a production worker.

In March of 2005 I resigned...In February 2007 I was rehired as a Inspector B.

In late 2009 I was working in cell 10 making sure that Chromalloy got certified in 3rd vanes. I had heard that there was an Inspector B name Dorothy in the process of getting her Inspector A license before me.

Dorothy had much less seniority who was being trained as a A inspector which held more job security when it comes down to lay off. I was told by John Fowler that Chromalloy would be creating a job called "over inspector" and it would have the same status as an Inspector A and the job was mines if I wanted it. Which I did want.

2010 came in my husband requested that I start to where my muslim head scarf. A few months into 2010 after wearing my head covering I asked Mr. Fowler about the over inspector job. Mr. Fowler reply was that the company was going in another direction...

In March of 2010 I was in training to become an Inspector A. I needed just a few more weeks to have enough hours to Take the test for F.P.I but instead I was sent to another department. Paul Schnauzer told me that I would be able to continue with my training hours. After being sent to a different department I basically sat for months doing almost nothing all day...

Spring of 2010 Dorothy had become an Inspector A....Shortly after Dorothy up grade I went to my union rep Howl and he wouldn't let me file a grievance...Howl told me that the company has the right to choose...I explained this to the union president Gomez that there is now an Inspector A with less seniority then me.

I showed president Gomez the collective bargain agreement contract and where it clearly states that it must go by seniority. Gomez stated that the company have the right to mange...I told Gomez It was the union reasonability to serve and protect me and that its his job to represent me. Gomez tried to convince me not to take any action in fear that I would be fired. I told Gomez if he wouldn't represent me then I would get an Attorney. I also asked how would I be reimbursed for retainer/fee. Gomez said I can submit the bill once it was settled.

In June 2011 I was layed off while Dorothy an Inspector A with less seniority was still working while I was layed off.

I had no health insurance, I was high risk pregnancy that ended early...Totally stressed out be hide the layoff. I was called back to Chromalloy in Dec of 2011.

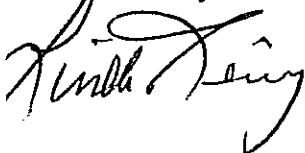
I Retained a lawyer in late 2011 and Chromalloy was put on notice about the discrimination lawsuit in beginning of 2012.

December of 2012 I was layed off. I was layed off for more then 18 months.

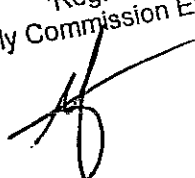
However, inspectors with less seniority was called back after 18 mos.

This case was privately settled in September of 2014. At this time I'm looking to be reimbursed for my attorney fee in a timely matter...

Linda Remy



NICHOLAS P. RIZZO
Notary Public, State of New York
Qualified in Rockland County
Reg. No. 01R16259806
My Commission Expires 04/16/2016



5/1/15